

JPA 77-06

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into on November 28, 1977, pursuant to Arizona Revised Statutes 11-951 through 11-954, by and between the State Transportation Board, Arizona Department of Transportation, Highways Division, acting by and through the Director, hereinafter called STATE, and the Pima County Highway Department, acting by and through the Pima County Board of Supervisors, hereinafter called COUNTY.

The description and location of the PROJECT are as follows:

Description: Project No. M-000-0 (1)

Location: (Palo Verde - Alvernon Corridor)

RECITALS

WHEREAS, COUNTY has entered into an intergovernmental agreement with the City of Tucson, Arizona, naming COUNTY as lead agency for obtaining the services of a qualified consultant, hereinafter called CONSULTANT, to perform an environmental and location study for the Palo Verde-Alvernon Corridor and for coordinating all related administration, these activities hereinafter called PROJECT, and

WHEREAS, the PROJECT is deemed to be in the interest of public safety and convenience, and

WHEREAS, COUNTY is empowered by Arizona Revised Statute 11-251 to enter into this Agreement, and

WHEREAS, STATE is empowered by Arizona Revised Statutes 28-108 and 28-1867 to enter into this Agreement, and

WHEREAS, COUNTY, in order to obtain Federal funds for the PROJECT, is willing to provide funds to match Federal funds in the ratio required or as finally fixed and determined by the Federal Highway Administration, and

WHEREAS, Federal regulations require that state level transportation agencies act as liaison agents between the federal agency involved and the local agency, and

WHEREAS, STATE has no interest whatsoever in the PROJECT, except the acquisition of Federal funds for the use and benefit of COUNTY by reason of Federal Law and Regulations under which funds for the PROJECT are authorized to be expended, and

WHEREAS, STATE, being willing to act as Agent for COUNTY has submitted a program in the amount of \$ 500,000 to the Federal Highway Administration for preliminary engineering and related work, which program was approved by the Federal Highway Administration on November 2, 1977.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

STATE SHALL:

1. Review and request Federal approval of CONSULTANT contract prior to its execution.
2. Perform pre-award audit of CONSULTANT'S records and any subsequent cost audits as required.
3. Review progress of PROJECT for compliance with current Federal and State Regulations and for compliance with STATE'S Action Plan.
4. Obtain Federal participation in the PROJECT costs by reviewing and approving payment requests for reimbursement submitted by COUNTY.
5. Review and request Federal approval for changes to CONSULTANT contract.
6. Return to COUNTY any excess funds that have been deposited by COUNTY with the STATE as the COUNTY'S share of the STATE'S administrative costs and have not been used by the STATE for that purpose.

COUNTY SHALL:

1. Deposit with STATE the amount of \$1,000.00, as the COUNTY'S share of STATE'S administrative costs, and make said deposit at the time this agreement is returned to STATE, after being duly executed by COUNTY. If STATE'S administrative costs exceed the estimated amount upon notification COUNTY shall deposit with STATE its share of such additional costs.

2. In accordance with State and Federal laws and regulations, prepare and execute contract with CONSULTANT, subject to STATE and Federal Highway Administration approval.
3. Direct CONSULTANT to perform services necessary to develop environmental impact documents and location report in compliance with STATE and Federal Highway Administration directives.
4. Submit monthly payment requests to STATE for reimbursement of PROJECT costs. In the event that the costs of the PROJECT exceed the estimated cost, no further work shall be done or costs incurred until STATE receives from the Federal Highway Administration its authorization for such costs.
5. Keep STATE informed of progress of PROJECT.

In consideration of these premises, it is mutually agreed that:

1. The Project Agreement to be entered into by and between the STATE and the Federal Highway Administration shall be incorporated in and made a part of this Agreement by reference and shall have the same force and effect as though fully written herein.
2. The STATE assumes no financial obligation or liability hereunder; the COUNTY assumes full responsibility for the PROJECT. It is understood and agreed that STATE'S participation is confined solely to securing of Federal Aid.
3. Any damages arising from the carrying out, in any respect, of this Agreement or any modification thereof, shall be solely the liability of COUNTY. COUNTY hereby agrees to save and hold harmless and indemnify from loss STATE, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provision of this Agreement by STATE, any of its departments, agencies, officers and employees, or by COUNTY, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by STATE,

any of its departments, agencies, officers or employees shall include in the event of any action, but not limited to, court costs, expenses of litigation and attorneys' fees incurred. COUNTY assumes the burden of proof that the above activity, condition, or event did not cause such cost, damage, or other damage.

4. This Agreement shall remain in force and effect until the work embraced in the PROJECT is completed, approved, and accepted by the Federal Highway Administration. In the event this PROJECT is terminated prior to its completion, then this Agreement shall terminate when an accounting has been approved and accepted by the Federal Highway Administration, and the STATE has received all of its costs due under this Agreement.
5. This Intergovernmental Agreement shall be filed with the Secretary of State and shall become effective on the date provided herein, but in no event prior to the date it is filed with the Secretary of State.
6. Attachments A and B are authenticated copies of the resolutions of the Arizona Department of Transportation and the Pima County Board of Supervisors authorizing said parties to enter into this Agreement.
7. Attachments C and D are the written determinations of the attorneys for said parties that this Intergovernmental Agreement is in proper form and within the powers and authority granted to said parties under the laws of the State of Arizona.

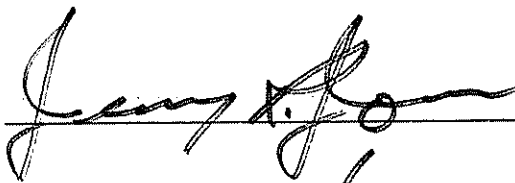
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first herein written.

ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

11-28-77
Date

PIMA COUNTY HIGHWAY DEPARTMENT

By: 
Director
Title

11/21/77
Date

ATTACHMENT "A"

R E S O L U T I O N

BE IT RESOLVED on this the 18th day of November 1977,
that I, WILLIAM A. ORDWAY, the below undersigned Director,
Department of Transportation, have determined that it is in the
best interest of the State of Arizona that the Department of
Transportation, acting by and thru the Highways Division, enter
into an Intergovernmental Agencies Agreement with Pima County,
Arizona for acquiring available Federal funds for an environmental
and location study for the Palo Verde-Alvernon Corridor.


WILLIAM A. ORDWAY, Director
ARIZONA DEPARTMENT OF TRANSPORTATION

RESOLUTION NO. 1977 - 160

RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA RELATING TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND PIMA COUNTY, ARIZONA FOR ACQUIRING AVAILABLE FEDERAL FUNDS FOR AN ENVIRONMENTAL AND LOCATION STUDY FOR THE PALO VERDE - ALVERNON/ I-710 SUBSTITUTE ROADWAY CORRIDOR.

WHEREAS, the Pima County Board of Supervisors desires to conduct preliminary engineering studies of route location and environmental assessment for the Palo Verde - Alvernon/I-710 Substitute Roadway Corridor with the use of Federal funds, and

WHEREAS, the Arizona Department of Transportation is willing to assist Pima County in the acquisition of Federal funds for the use and benefit of Pima County by reason of Federal Law and Regulations under which funds for these studies are authorized to be expended.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that the Intergovernmental Agreement for acquiring available Federal funds for an environmental and location study for the Palo Verde-Alvernon/I-710 Substitute Roadway Corridor attached hereto and made a part hereof shall be entered into and that the Chairman of the Board of Supervisors is authorized to sign said Agreement.

PASSED AND ADOPTED by the Pima County Board of Supervisors, this 17th day of October, 1977.

PIMA COUNTY BOARD OF SUPERVISORS

ATTEST:

Eugenia K. Kelly
Clerk, Board of Supervisors

E. S. B. Walker
Chairman

APPROVED AS TO FORM:

John R. Neubauer
Civil Deputy County Attorney



OFFICE OF THE
Attorney General

BRUCE E. BABBITT
ATTORNEY GENERAL

ATTACHMENT "C"

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

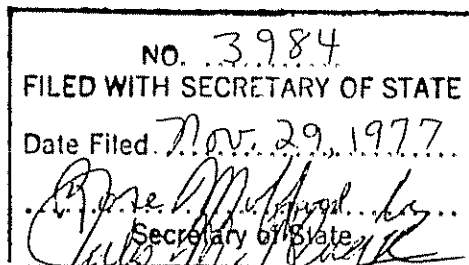
A. G. Contract No. 77-809 which is an agreement between public agencies has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said contract.

DATED this 28th day of November, 197 7.

BRUCE E. BABBITT
The Attorney General

Albert Morgan
ALBERT MORGAN
Assistant Attorney General





OFFICE OF THE
Pima County Attorney
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Tucson, Arizona 85701
(602) 792-8411

STEPHEN D. NEELY
PIMA COUNTY ATTORNEY
DAVID G. DINGELDINE
CHIEF DEPUTY

ATTACHMENT "D"

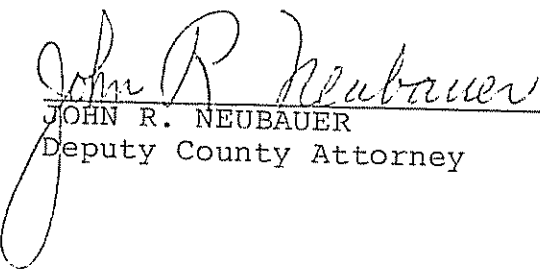
INTERGOVERNMENTAL AGREEMENT

DETERMINATION

Palo Verde - Alvernon Corridor Contract for environmental and location study which is known as Project M-000-0, Contract No. 77-13, between Pima County, Arizona and the State of Arizona, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Deputy Pima County Attorney who has determined that it is proper form and is within the powers and authority granted to Pima County and its agencies under the Laws of the State of Arizona.

Dated this 4TH day of October, 1977.

STEPHEN D. NEELY
PIMA COUNTY ATTORNEY


JOHN R. NEUBAUER
Deputy County Attorney